# Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Desc Main Document Page 1 of 23

Fill in this information to identify your case:		
United States Bankruptcy Court for the:		
NORTHERN DISTRICT OF ILLINOIS	_	
Case number (if known)	_ Chapter you are filing under:	
	Chapter 7	
	☐ Chapter 11	
	☐ Chapter 12	
	☐ Chapter 13	Check if this an amended filing

# Official Form 101

# **Voluntary Petition for Individuals Filing for Bankruptcy**

12/15

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, "Do you own a car," the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Par	t 1: Identify Yourself		
		About Debtor 1:	About Debtor 2 (Spouse Only in a Joint Case):
1.	Your full name		
	Write the name that is on your government-issued picture identification (for example, your driver's license or passport).  Bring your picture identification to your meeting with the trustee.	Example 1	First name  Middle name  Last name and Suffix (Sr., Jr., II, III)
	meeting with the trustee.		
2.	All other names you have used in the last 8 years		
	Include your married or maiden names.		
3.	Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)	xxx-xx-0226	

Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Desc Main Document Page 2 of 23

Case number (if known)

Debtor 1 Latasha Y. Finley

About Debtor 1: About Debtor 2 (Spouse Only in a Joint Case): Any business names and **Employer Identification** Numbers (EIN) you have I have not used any business name or EINs. ☐ I have not used any business name or EINs. used in the last 8 years Include trade names and Business name(s) Business name(s) doing business as names EINs EINs Where you live If Debtor 2 lives at a different address: 293 Escanaba Avenue Calumet City, IL 60409 Number, Street, City, State & ZIP Code Number, Street, City, State & ZIP Code Cook County County If your mailing address is different from the one If Debtor 2's mailing address is different from yours, fill it above, fill it in here. Note that the court will send any in here. Note that the court will send any notices to this notices to you at this mailing address. mailing address. Number, P.O. Box, Street, City, State & ZIP Code Number, P.O. Box, Street, City, State & ZIP Code Why you are choosing Check one: Check one: this district to file for bankruptcy Over the last 180 days before filing this petition, I Over the last 180 days before filing this petition, have lived in this district longer than in any other I have lived in this district longer than in any district. other district. I have another reason. I have another reason. Explain. (See 28 U.S.C. § 1408.) Explain. (See 28 U.S.C. § 1408.)

Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Desc Main Document Page 3 of 23

Case number (if known) Debtor 1 Latasha Y. Finley

⊃ar	t 2: Tell the Court About	Your B	ankruptcy Ca	ise			
7.	The chapter of the Bankruptcy Code you are	Check one. (For a brief description of each, see Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)). Also, go to the top of page 1 and check the appropriate box.   Chapter 7					
	choosing to file under						
		□ Cl	hapter 11				
		☐ CI	hapter 12				
		□ Cl	hapter 13				
3.	How you will pay the fee	_	about how yo	ou may pay. Ty attorney is sub	pically, if you are paying the fee yo	k with the clerk's office in your local court for more detai surself, you may pay with cash, cashier's check, or mone alf, your attorney may pay with a credit card or check wi	еу
					stallments. If you choose this option to (Official Form 103A).	on, sign and attach the Application for Individuals to Pay	/
			but is not req applies to you	uired to, waive ur family size a	your fee, and may do so only if yound you are unable to pay the fee in	n only if you are filing for Chapter 7. By law, a judge may ur income is less than 150% of the official poverty line to in installments). If you choose this option, you must fill out tal Form 103B) and file it with your petition.	hat
			ше Аррисаи	on to Have the	Chapter 7 Filling Fee Walved (Offic	aar om 1036) and me it with your petition.	
).	Have you filed for bankruptcy within the	■ No					
	last 8 years?	☐ Ye			•••		
			District		When	Case number	
			District		When	Case number	
			District		When	Case number	
10.	Are any bankruptcy	■ No	)				
	cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?	□ Ye	es.				
			Debtor			Relationship to you	
			District		When	Case number, if known	
			Debtor			Relationship to you	
			District		When	Case number, if known	
11.	Do you rent your residence?	■ No	Go to I	ine 12.			
		☐ Ye	es. Has yo	our landlord ob	tained an eviction judgment agains	t you and do you want to stay in your residence?	
				No. Go to line	e 12.		
				Yes. Fill out I		Judgment Against You (Form 101A) and file it with this	

Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Desc Main

Document Page 4 of 23 Case number (if known) Latasha Y. Finley Debtor 1 Part 3: Report About Any Businesses You Own as a Sole Proprietor 12. Are you a sole proprietor of any full- or part-time No. Go to Part 4. business? Name and location of business ☐ Yes. A sole proprietorship is a business you operate as Name of business, if any an individual, and is not a separate legal entity such as a corporation, partnership, or LLC. Number, Street, City, State & ZIP Code If you have more than one sole proprietorship, use a separate sheet and attach it to this petition. Check the appropriate box to describe your business: Health Care Business (as defined in 11 U.S.C. § 101(27A)) Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B)) Stockbroker (as defined in 11 U.S.C. § 101(53A)) Commodity Broker (as defined in 11 U.S.C. § 101(6)) None of the above 13. Are you filing under If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate Chapter 11 of the deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of Bankruptcy Code and are operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure you a small business in 11 U.S.C. 1116(1)(B). debtor? I am not filing under Chapter 11. No. For a definition of small business debtor, see 11 I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy □ No. U.S.C. § 101(51D). I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code. ☐ Yes.

### Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

Part 4:

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

INO.

Yes.

What is the hazard?

If immediate attention is needed, why is it needed?

Where is the property?

Number, Street, City, State & Zip Code

Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Desc Main Document Page 5 of 23

Debtor 1 Latasha Y. Finley

Case number (if known)

Part 5:

Explain Your Efforts to Receive a Briefing About Credit Counseling

 Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

#### **About Debtor 1:**

You must check one:

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

☐ I am not required to receive a briefing about credit counseling because of:

### ☐ Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

### □ Disability.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

### ☐ Active duty.

I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

### About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

□ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

☐ I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.

Within 14 days after you file this bankruptcy petition, you MUST file a copy of the certificate and payment plan, if any.

□ I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

I am not required to receive a briefing about credit
counseling because of:

# ☐ Incapacity.

I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.

## ☐ Disability.

My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.

### ☐ Active duty.

I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Desc Main Document Page 6 of 23

Case number (if known) Debtor 1 Latasha Y. Finley Part 6: **Answer These Questions for Reporting Purposes** 16. What kind of debts do 16a. Are your debts primarily consumer debts? Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." you have? ☐ No. Go to line 16b. Yes. Go to line 17. 16b. Are your debts primarily business debts? Business debts are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment. ☐ No. Go to line 16c. ☐ Yes. Go to line 17. 16c. State the type of debts you owe that are not consumer debts or business debts 17. Are you filing under I am not filing under Chapter 7. Go to line 18. ☐ No. Chapter 7? Do you estimate that I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses Yes. after any exempt are paid that funds will be available to distribute to unsecured creditors? property is excluded and administrative expenses ■ No are paid that funds will be available for ☐ Yes distribution to unsecured creditors? 18. How many Creditors do 1-49 **1**,000-5,000 **1** 25,001-50,000 you estimate that you **5001-10,000 5**0,001-100,000 **50-99** owe? **1**0,001-25,000 ☐ More than 100,000 **1**00-199 **200-999** How much do you □ \$1,000,001 - \$10 million □ \$500,000,001 - \$1 billion **\$0 - \$50,000** estimate your assets to □ \$10,000,001 - \$50 million □ \$1,000,000,001 - \$10 billion □ \$50,001 - \$100,000 be worth? □ \$50,000,001 - \$100 million □ \$10,000,000,001 - \$50 billion **\$100,001 - \$500,000** □ \$100,000,001 - \$500 million ☐ More than \$50 billion □ \$500.001 - \$1 million 20. How much do you □ \$0 - \$50,000 □ \$1,000,001 - \$10 million □ \$500,000,001 - \$1 billion estimate your liabilities □ \$50,001 - \$100,000 □ \$10,000,001 - \$50 million □ \$1,000,000,001 - \$10 billion to be? **\$100,001 - \$500,000** □ \$50,000,001 - \$100 million □ \$10,000,000,001 - \$50 billion □ \$100,000,001 - \$500 million ■ More than \$50 billion □ \$500,001 - \$1 million Sign Below Part 7: For you I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct. If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11,12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7. If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b). I request relief in accordance with the chapter of title 11. United States Code, specified in this petition. I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571. /s/ Latasha Y. Finley Latasha Y. Finley Signature of Debtor 2 Signature of Debtor 1 Executed on June 17, 2016 Executed on MM / DD / YYYY MM / DD / YYYY

Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Desc Main Document Page 7 of 23

Debtor 1 Latasha Y. Finley

Debtor 1 Latasha Y. Finley

Case number (if known)

For your attorney, if you are represented by one

If you are not represented by an attorney, you do not need to file this page. I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Raffy A. Kaplan	Date	June 17, 2016
Signature of Attorney for Debtor		MM / DD / YYYY
Raffy A. Kaplan		
Printed name		
Kaplan Bankruptcy Firm, LLC		
Firm name		
25 East Washington St		
Suite 1501		
Chicago, IL 60602		
Number, Street, City, State & ZIP Code		
Contact phone (312) 294-8989	Email address	rkaplan@financialrelief.com
6275234		
Par number 9 Ctate		

# Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)

# This notice is for you if:

You are an individual filing for bankruptcy, and

Your debts are primarily consumer debts. Consumer debts are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

# The types of bankruptcy that are available to individuals

Individuals who meet the qualifications may file under one of four different chapters of Bankruptcy Code:

Chapter 7 - Liquidation

Chapter 11 - Reorganization

Chapter 12 - Voluntary repayment plan for family farmers or fishermen

Chapter 13 - Voluntary repayment plan for individuals with regular income

You should have an attorney review your decision to file for bankruptcy and the choice of chapter.

Chapter 7:	Liquidation
\$245	filing fee
\$75	administrative fee
+ \$15	trustee surcharge
\$335	total fee

Chapter 7 is for individuals who have financial difficulty preventing them from paying their debts and who are willing to allow their nonexempt property to be used to pay their creditors. The primary purpose of filing under chapter 7 is to have your debts discharged. The bankruptcy discharge relieves you after bankruptcy from having to pay many of your pre-bankruptcy debts. Exceptions exist for particular debts, and liens on property may still be enforced after discharge. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

However, if the court finds that you have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge.

You should know that even if you file chapter 7 and you receive a discharge, some debts are not discharged under the law. Therefore, you may still be responsible to pay:

most taxes;

most student loans;

domestic support and property settlement obligations;

most fines, penalties, forfeitures, and criminal restitution obligations; and

certain debts that are not listed in your bankruptcy papers.

You may also be required to pay debts arising from:

fraud or theft;

fraud or defalcation while acting in breach of fiduciary capacity;

intentional injuries that you inflicted; and

death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs.

If your debts are primarily consumer debts, the court can dismiss your chapter 7 case if it finds that you have enough income to repay creditors a certain amount. You must file *Chapter 7 Statement of Your Current Monthly Income* (Official Form 122A–1) if you are an individual filing for bankruptcy under chapter 7. This form will determine your current monthly income and compare whether your income is more than the median income that applies in your state.

If your income is not above the median for your state, you will not have to complete the other chapter 7 form, the *Chapter 7 Means Test Calculation* (Official Form 122A–2).

If your income is above the median for your state, you must file a second form —the *Chapter 7 Means Test Calculation* (Official Form 122A–2). The calculations on the form— sometimes called the *Means Test*—deduct from your income living expenses and payments on certain debts to determine any amount available to pay unsecured creditors. If

your income is more than the median income for your state of residence and family size, depending on the results of the *Means Test*, the U.S. trustee, bankruptcy administrator, or creditors can file a motion to dismiss your case under § 707(b) of the Bankruptcy Code. If a motion is filed, the court will decide if your case should be dismissed. To avoid dismissal, you may choose to proceed under another chapter of the Bankruptcy Code.

If you are an individual filing for chapter 7 bankruptcy, the trustee may sell your property to pay your debts, subject to your right to exempt the property or a portion of the proceeds from the sale of the property. The property, and the proceeds from property that your bankruptcy trustee sells or liquidates that you are entitled to, is called *exempt property*. Exemptions may enable you to keep your home, a car, clothing, and household items or to receive some of the proceeds if the property is sold.

Exemptions are not automatic. To exempt property, you must list it on *Schedule C: The Property You Claim as Exempt* (Official Form 106C). If you do not list the property, the trustee may sell it and pay all of the proceeds to your creditors.

### **Chapter 11: Reorganization**

\$1,167 filing fee

+ \$550 administrative fee

\$1,717 total fee

Chapter 11 is often used for reorganizing a business, but is also available to individuals. The provisions of chapter 11 are too complicated to summarize briefly.

## **Read These Important Warnings**

Because bankruptcy can have serious long-term financial and legal consequences, including loss of your property, you should hire an attorney and carefully consider all of your options before you file. Only an attorney can give you legal advice about what can happen as a result of filing for bankruptcy and what your options are. If you do file for bankruptcy, an attorney can help you fill out the forms properly and protect you, your family, your home, and your possessions.

Although the law allows you to represent yourself in bankruptcy court, you should understand that many people find it difficult to represent themselves successfully. The rules are technical, and a mistake or inaction may harm you. If you file without an attorney, you are still responsible for knowing and following all of the legal requirements.

You should not file for bankruptcy if you are not eligible to file or if you do not intend to file the necessary documents.

Bankruptcy fraud is a serious crime; you could be fined and imprisoned if you commit fraud in your bankruptcy case. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

# Chapter 12: Repayment plan for family farmers or fishermen

	\$200	filing fee
+	\$75	administrative fee
	\$275	total fee

Similar to chapter 13, chapter 12 permits family farmers and fishermen to repay their debts over a period of time using future earnings and to discharge some debts that are not paid.

# Chapter 13: Repayment plan for individuals with regular income

	\$235	filing fee
+	\$75	administrative fee
	\$310	total fee

Chapter 13 is for individuals who have regular income and would like to pay all or part of their debts in installments over a period of time and to discharge some debts that are not paid. You are eligible for chapter 13 only if your debts are not more than certain dollar amounts set forth in 11 U.S.C. § 109.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, usually using your future earnings. If the court approves your plan, the court will allow you to repay your debts, as adjusted by the plan, within 3 years or 5 years, depending on your income and other factors.

After you make all the payments under your plan, many of your debts are discharged. The debts that are not discharged and that you may still be responsible to pay include:

domestic support obligations,

most student loans,

certain taxes,

debts for fraud or theft,

debts for fraud or defalcation while acting in a fiduciary capacity,

most criminal fines and restitution obligations,

certain debts that are not listed in your bankruptcy papers,

certain debts for acts that caused death or personal injury, and

certain long-term secured debts.

# Warning: File Your Forms on Time

Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information about your creditors, assets, liabilities, income, expenses and general financial condition. The court may dismiss your bankruptcy case if you do not file this information within the deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

For more information about the documents and their deadlines, go to: <a href="http://www.uscourts.gov/bkforms/bankruptcy\_forms.html#procedure">http://www.uscourts.gov/bkforms/bankruptcy\_forms.html#procedure</a>.

### Bankruptcy crimes have serious consequences

If you knowingly and fraudulently conceal assets or make a false oath or statement under penalty of perjury—either orally or in writing—in connection with a bankruptcy case, you may be fined, imprisoned, or both.

All information you supply in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the U.S. Trustee, the Office of the U.S. Attorney, and other offices and employees of the U.S. Department of Justice.

## Make sure the court has your mailing address

The bankruptcy court sends notices to the mailing address you list on *Voluntary Petition for Individuals Filing for Bankruptcy* (Official Form 101). To ensure that you receive information about your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address.

A married couple may file a bankruptcy case together—called a *joint case*. If you file a joint case and each spouse lists the same mailing address on the bankruptcy petition, the bankruptcy court generally will mail you and your spouse one copy of each notice, unless you file a statement with the court asking that each spouse receive separate copies.

# Understand which services you could receive from credit counseling agencies

The law generally requires that you receive a credit counseling briefing from an approved credit counseling agency. 11 U.S.C. § 109(h). If you are filing a joint case, both spouses must receive the briefing. With limited exceptions, you must receive it within the 180 days *before* you file your bankruptcy petition. This briefing is usually conducted by telephone or on the Internet.

In addition, after filing a bankruptcy case, you generally must complete a financial management instructional course before you can receive a discharge. If you are filing a joint case, both spouses must complete the course.

You can obtain the list of agencies approved to provide both the briefing and the instructional course from: <a href="http://justice.gov/ust/eo/hapcpa/ccde/cc\_approved.html">http://justice.gov/ust/eo/hapcpa/ccde/cc\_approved.html</a>

In Alabama and North Carolina, go to: <a href="http://www.uscourts.gov/FederalCourts/Bankruptcy/BankruptcyResources/ApprovedCredit">http://www.uscourts.gov/FederalCourts/Bankruptcy/Bankruptcy/BankruptcyResources/ApprovedCredit</a> AndDebtCounselors.aspx.

If you do not have access to a computer, the clerk of the bankruptcy court may be able to help you obtain the list. Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Desc Main Document Page 12 of 23

B2030 (Form 2030) (12/15)

# **United States Bankruptcy Court**Northern District of Illinois

In re	Latasha Y. Finley		Case No		
		Debtor(s)	Chapter	7	
	DISCLOSURE OF COMPE	ENSATION OF ATTOI	RNEY FOR I	DEBTOR(S)	
C	Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2010 ompensation paid to me within one year before the filiple rendered on behalf of the debtor(s) in contemplation	ing of the petition in bankruptcy,	or agreed to be pa	id to me, for services re	
	For legal services, I have agreed to accept		\$	1,000.00	
	Prior to the filing of this statement I have received		\$	1,000.00	
	Balance Due		\$	0.00	
2. \$	335.00 of the filing fee has been paid.				
3. T	The source of the compensation paid to me was:				
	■ Debtor □ Other (specify):				
4. T	The source of compensation to be paid to me is:				
	■ Debtor □ Other (specify):				
5.	■ I have not agreed to share the above-disclosed com	pensation with any other person	unless they are me	mbers and associates o	f my law firm.
[	☐ I have agreed to share the above-disclosed compensory of the agreement, together with a list of the na				law firm. A
6. I	in return for the above-disclosed fee, I have agreed to r	ender legal service for all aspect	s of the bankruptc	case, including:	
b c.	<ul> <li>Analysis of the debtor's financial situation, and rend</li> <li>Preparation and filing of any petition, schedules, sta</li> <li>Representation of the debtor at the meeting of credit</li> <li>[Other provisions as needed]</li> <li>Negotiations with secured creditors for pursuant to 11 USC 522(f)(2)(A) for avo</li> </ul>	tement of affairs and plan which tors and confirmation hearing, ar r reaffirmations; exemption	n may be required; nd any adjourned h planning; prepa	earings thereof;	
7. B	By agreement with the debtor(s), the above-disclosed for Redemptions under 11 U.S.C. 722, repravoidances, relief from stay actions, and	esentation of the debtors in	any discharge		
		CERTIFICATION			
	certify that the foregoing is a complete statement of an ankruptcy proceeding.	ny agreement or arrangement for	payment to me fo	representation of the	lebtor(s) in
Ju	ıne 17, 2016	/s/ Raffy A. Kapla	ın		
Da		Raffy A. Kaplan 6 Signature of Attorne Kaplan Bankrupt 25 East Washing Suite 1501 Chicago, IL 60602 (312) 294-8989 F rkaplan@financia	5275234 cy Firm, LLC ton St 2 fax: (312) 294-89	95	
		Name of law firm			

## KAPLAN BANKRUPTCY FIRM, L.L.C.

# CHAPTER 7 PIF ENGAGEMENT AGREEMENT

Latasha Y. Finley

(the "Client" or "you"), by entering into this "PIF Engagement Agreement" hereby engages and retains Kaplan Bankruptcy Law, L.L.C., a debt relief agency and law firm (the "Law Firm"), solely to represent the Client (i) to evaluate the Client's financial circumstances, (ii) to explain to the Client the Client's options which may be available to the Client considering such financial circumstances including but not limited to the filing with the Clerk of the Bankruptcy Court a petition (the "Petition") for relief under chapter 7 or chapter 13 of Title 11 U.S.C. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Illinois (Client's "Bankruptcy Case"), and (iii) if the Client after consultation with the Law Firm determines in its sole discretion that it is in the Client's best interests, to file a chapter 7 Petition on behalf of the Client and prosecute and conclude Client's chapter 7 Bankruptcy Case.

#### Article 1. The Law Firm's Duties

- 1.1 The Law Firm shall investigate and advise the Client regarding its interests. The Client understands and acknowledges to the Law Firm that the Client's Bankruptcy Case may be complex, and that the Law Firm's investigation of and work on the Client's Bankruptcy Case shall not commence until the Client signs, dates and delivers this PIF Engagement Agreement to the Law Firm. Therefore, the Client also understands and acknowledges to the Law Firm that discovery in the Client's Bankruptcy Case and/or other future events may change the Law Firm's advice regarding the Client's Interests, perhaps in a significant or material way. The Law Firm is not obligated to begin or to continue to prosecute or defend any claim that in the Law Firm's sole professional judgment is or becomes objectively or subjectively frivolous, can only be brought in bad faith, or whose continued prosecution comes to or may constitute bad faith, violates or comes to or may violate any rule or code of professional ethics, or has or comes to or may have so little chance of success on the merits that it is not reasonable to expect the Law Firm to continue to invest its time and effort to further prosecute the Client's Bankruptcy Case.
- 1.2 The Law Firm is specifically under no obligation to prosecute or to defend any appeal or adversary action by reason of this PIF Engagement Agreement.

### **Article 2. Professional Fees and Costs**

- 2.1 The Client shall pay to the Law Firm, prior to the Law Firm commencing any work on the Client's, behalf, professional fees in the amount of \$1,000.00 (Clients Initials: The professional fees described above do not include court costs payable by the Client in the amount of \$335.00, or such other amount of court costs as shall be established under the Bankruptcy Code or rules promulgated thereunder from time to time.
- 2.2 The fees include consulting with the Client to discuss the Client's financial condition and possible solutions; preparing, filing and amending the Client's bankruptcy schedules and all documents required to be filed by the Bankruptcy Code; appearing at the Client's 341 Meeting of Creditors; processing reaffirmation agreements with the Client's secured creditors; providing the sections 342(b)(1), 527 and 521 notices which are attached hereto; and corresponding with the Trustee assigned to the case. This fee expressly does not include any obligation on the Law Firm to prosecute or defend any and/or all contested motions and/or any and all adversary proceedings ("Additional Services"), which may arise as a result of the Client's bankruptcy case. Anything herein to the contrary, both the Law Firm and the Client will endeavor to be fair and reasonable with each other in all billing matters.
- 2.3 All retainers described herein, including all future retainers, are expressly agreed to be "advance payment retainers" as described in In re: Production Associates, Ltd. 264 B.R. 180 (Bkrtcy. N.D.III 2001) and Dowling v. Chicago Options Associates, Inc., 2007 WL 128879 (III.). The Law Firm will commingle the retainer and any future retainer immediately upon receipt with their general funds being obligated only to refund an amount equal to the unearned portion thereof, if any, promptly after the termination of the Law Firm's services. Ordinarily, Client has the option to request that the retainer be considered a "security retainer" where Client continues to have an interest in the funds, but Client recognizes and agrees that the Law Firm would not undertake the representation on that basis. The Law Firm is obligated by the Dowling case to advise Client of the reason they would decline to represent Client on a security retainer basis, and that reason is the Law Firm does not desire to potentially compete with the creditors of the Client on a security retainer basis.
- 2.4 Compensation will be paid to the Law Firm at their customary hourly rates for all Additional Services (including all para-professional staff) as they exist from time to time.

Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Desc Main Document Page 14 of 23

and \$95 per hour for para-professional's time. In addition, if for any reason the attorney-client relationship is terminated by either of the Parties, then upon such termination the Law Firm will prepare an accounting and forward the same to the Client and charge the Client on an hourly basis for all time expended by the Law Firm up until the time of termination, including the preparation of the accounting.

- 2.5 All expenses incurred, and disbursements made by the Law Firm on the Client's behalf in connection with this matter will be payable by the Client in addition to the professional fees. Such expenses typically include, but are not limited to: tax transcripts, credit reports, long distance telephone calls, photocopying, messengers, and regular and electronic mail services. The foregoing list is by way of example only, and the omission of any charge, expense, or disbursement from said list is not intended as a limitation for such possible charges. The Law Firm will generally bill the Client for such costs once a month unless the costs incurred are so insignificant as not to justify a billing. In the case of any cost the Law Firm deem exceptional in their sole discretion, the Law Firm may request payment in advance or payment directly from the Client to the provider.
- 2.6 If the Client specifically objects in writing to any charge appearing on any bill rendered by the Law Firm, the Client will pay within one month of the date of any bill any and all charges to which the Client does not specifically object in writing. The Law Firm is always willing to discuss its charges with the Client, but the Client agrees that any fee or expense to which the Client does not object in writing to the Law Firm within one month of the date thereof shall constitute an "account stated" and the Client shall no longer be entitled to dispute the same. The reason for setting this deadline is to keep any objections (and the memories that underlie them for all the Parties) from becoming stale, and to encourage the Client to bring any billing controversies to the Law Firm's attention as soon as possible to foster a speedy resolution thereof.

### Article 3. The Law Firm's Authority To Act

3.1 In matters of professional responsibility, the Law Firm shall act in their own discretion as they deem proper under the applicable rules of court and the Illinois Code of Professional Responsibility and the Rules of any Court in which the case is prosecuted, and without any direction from the Client.

- 3.2 The Client recognizes that the Law Firm possesses special skills and training in legal matters which the Client does not possess or are beyond the Client's knowledge and skill. Accordingly, where and to the extent appropriate, the Law Firm shall take direction from the Client upon the Client's written demand but only where and to the extent the same do not impinge upon the Law Firm's professional responsibilities and legal judgment, or where a full consultation with the Client regarding the same is not practical given relevant circumstances and/or timing.
- 3.3 Nothing herein shall be construed to limit the Law Firm's responsibilities under the Illinois Code of Professional Responsibility, but it is the Parties' desire that the provisions hereof be interpreted to the greatest extent possible to conform to said Illinois Code of Professional Responsibility.

### **Article 4. Contract Construction**

- 4.1 This PIF Engagement Agreement shall be construed under a rule of reasonableness at the time it was entered, examining any provision thereof with a mind that the Parties hereto were acting in good faith and without oppression, attempting to reach a fair and equitable means on which the Law Firm could pursue the Client's Interests for the Client
- 4.2 This PIF Engagement Agreement shall be construed according to the laws of the State of Illinois and the Parties agree to submit to the jurisdiction of any State Court in the Circuit Court of Cook County.
- 4.3 Subject to any rule, procedure or court order that is adopted by the courts in this jurisdiction which are expressly incorporated by reference into this PIF Engagement Agreement and made a part hereof, the Parties acknowledge that this PIF Engagement Agreement embodies the full understanding of the Parties hereto and is a fully integrated agreement that may only be altered or amended by a writing signed by both Parties.

# Article 5. Legal Advice Regarding This PIF Engagement Agreement

5.1 The Law Firm is not representing the Client regarding the Client entering into this PIF Engagement Agreement, nor is the Law Firm rendering any legal advice to the Client regarding the same. The Client acknowledges that the Law Firm has recommended to and advised the Client that the

Case 16-19831 Doc 1 Filed 06/17/16 Entered 06/17/16 08:49:55 Client should retain the Client's own independent legal Page 15 of 123 advice from legal counsel other than the Law Firm regarding the Clients entering into this PIF Engagement Agreement with the Law Firm, and that the Client has indeed obtained such independent legal advice or has knowingly waived the Client's right, and the Firm's advice to the Client, to obtain such independent advice from legal counsel other than the Firm.

## Article 6. General; Client Disclosures

- 6.1 Either party may terminate Client's engagement of the Law Firm but only by giving written notice to the other party at the designated or last known address of the party receiving such termination notice, subject in the case of the Firm terminating engagement to the Firm's compliance with any applicable rules or codes of professional ethics and responsibilities.
- 6.2 In addition to paying the Firm's fees and all other costs set forth in the PIF Engagement Agreement, the Client also agrees: to carry out all of the Client's obligations pursuant to section 521 of the Bankruptcy Code; to provide the Law Firm full, honest and accurate disclosures of all the Client's assets, liabilities and financial information; to notify the Law Firm of any change or anticipated change in the Client's circumstances; and to comply with applicable law.
- 6.3 Disclosure Pursuant to 11 U.S.C. &527(a)(2).
  - a) All information that you are required to provide with a petition and thereafter during a case under the Bankruptcy Code is required to be complete, accurate, and truthful. This is solely your responsibility.
  - b) All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case. The Bankruptcy Code requires that you list the replacement value of each asset. This must be the replacement value of the property at the date of filing the petition, without deducting for costs of sale or marketing, established after a reasonable inquiry. For property acquired for personal, family or household use, replacement value means the price a retail merchant would charge for property of that kind, considering the age and condition of the property. This is solely your responsibility.
  - c) The following information, which appears on Official Form 22, Statement of Current Monthly

reasonable inquiry: current monthly income, the amounts specified in section 707(b)(≥), and, in a case under chapter 13 of the Bankruptcy Code, disposable income (determined in accordance with section 707(b)(2). This is solely your responsibility.

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- Information that you provide during your case may be audited pursuant to provisions of the Bankruptcy Code. Failure to provide such information may result in dismissal of the case under this title or other sanction, including criminal sanctions. This is solely your responsibility.
- By signing below, you acknowledge that the Law Firm has fully explained your obligations set forth above to you, you have had the opportunity to ask the Law Firm questions and receive arnswers about such obligations and you fully understand your obligations set forth above.
- 6.4 Attorneys of the Law Firm reserve the right to refuse executing a reaffirmation agreement for any type of secured property (including but not limited to real estate and motor vehicles) if, at attorney's sole discretion, the attorney believes executing such an agreement would be detrimental to the Client.

## **Article 7. Required Disclosures**

- 7.1 Under the bankruptcy laws, the Client is required to take a Credit Counseling Course prior to the filing of the Client's bankruptcy petition and a Financial Management Course prior to the discharge of the Client's bankruptcy. If the Client fails to complete these courses the Client's bankruptcy discharge will be denied.
- 7.2 Section 527 of the Bankruptcy Code requires a debt relief agency to provide an assisted person with the following: A copy of the notice prepared by the clerk of the Bankruptcy Court, in accordance with the requirements of § 342(b), which the Client has been shown at the Client's initial consultation and which contains a brief description of Chapters 7, 11, 12, and 13 and the general purpose, benefits, and costs of proceeding under each of those chapters; and the types of services available from credit counseling agencies; specifying that a person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury in connection

with a case under this title shall be subject to fine, imprisonment, or both; and that all information supplied by a debtor in connection with a case under this title is subject to examination by the Attorney General.

7.3 All information that the assisted person is required to provide with a petition and thereafter during a case under this title is required to be complete, accurate, and truthful; all assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case, and the replacement value of each asset as defined in § 506 must be stated in those documents where requested after reasonable inquiry to establish such value; current monthly income, the amounts specified in section 707(b)(2), and, in a case under Chapter 13 of this title, disposable income (determined in accordance with § 707(b)(2)) are required to be stated after reasonable inquiry; and information that an assisted person provides during his or her case may be audited pursuant to this title, and failure to provide such information may result in dismissal of the case under this title or other sanction, including a criminal sanction.

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. The law requires an attorney or bankruptcy petition preparer to give you a written contract specifying what the attorney or bankruptcy petition preparer will do for you and how much it will cost. Obtain a copy of and carefully review the contract before you hire anyone. The following information explains what must be done in a routine bankruptcy case to help you evaluate how much service you need. Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and decide which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents must be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you must attend the required first meeting of creditors, where you may be questioned by a court official called a "trustee" and by creditors. If you choose to file a Chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts. If you choose to file a Chapter 13 case, in which you repay your creditors what you can afford over 3 to 5 years, you may also want help preparing your Chapter 13 plan and

with the confirmation hearing on your plan, which will be before a bankruptcy judge. If you select another type of relief under the Bankruptcy Code other than Chapter 7 or Chapter 13, you should consult someone familiar with that type of relief. Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only lawyers, not bankruptcy petition preparers, can give you legal advice in that regard.

7.5 You must accurately disclose your average monthly income and expenses. To compile your income refer to recent paystubs accounting for all income. Review your monthly expenditures and make your best estimate on cash expenditures. If you are required to pass a "means test" because of your income, your estimated monthly expenses will be based upon IRS allowances based on the area in which you live. If your expenses exceed the allotted amounts, you may need to make adjustments accordingly. When you value your property, consider the prices for housing in your area, in newspapers for automobiles, and what you would pay for furniture and clothes at stores selling such goods. If you have an item of unique or special value, an appraisal may be necessary. When listing creditors, base information concerning the creditor on the most current bill or invoice. Some of your property is exempt and may be retained according to the exemptions that the Law Firm has reviewed at your consultation. If a creditor has a lien on exempt property, the lien may be avoidable, or you may have to pay to keep the property.

AGREED AND ACKNOWLEDGED BY CLIENT:

PETOR: Fatasha	4. Lina		
Name: Latasha Y. Finley			
Date: June 14, 2016			
JOINT DEBTOR:			
Print Name:			
Date:			

Advocate Medical Group c/o Illinois Collection Service P.O. Box 1010 Tinley Park, IL 60477

American Express P.O. Box 6985 Buffalo, NY 14240-6985

Ashro 3650 Milwaukee St. Madison, WI 53714-2399

Bank of America c/o Heavner, Beyers, Mihlar 111 East Main Street, Ste. 200 Decatur, IL 62523

Bank of America P.O. Box 31785 Tampa, FL 33631-3785

Capital Management Services, LP 698 1/2 S. Ogden St. Buffalo, NY 14206-2317

Capital One P.O. Box 60 Saint Cloud, MN 56302

Chase Bank, USA c/o ARS National Services, Inc. P.O. Box 469046 Escondido, CA 92046-9046

Chase Bank, USA, N.A. c/o LTD Financial Services 7322 Southwest Freeway, Ste. 1600 Houston, TX 77074-2053

Chase Bank, USA, N.A. c/o ARS National Services P.O. Box 469046 Escondido, CA 92046-9046

Chase Disney Card P.O. Box 15123 Wilmington, DE 19850-5123

Childrens Place/Citibank, N.A. c/o United Recovery Systems 5800 North Course Drive Houston, TX 77072

Citi P.O. Box 6004 Sioux Falls, SD 57117-6004

Citi P.O. Box 790040 Saint Louis, MO 63179-9319

Citibank, N.A. c/o Global Credit & Collection 2699 Lee Road, Ste. 330 Winter Park, FL 32789

City of Chicago Dept. of Revenue\* Bankruptcy Department 121 N. LaSalle, Rm 107A Chicago, IL 60604

City of Chicago Dept. of Revenue\* c/o Arnold Scott Harris PC 222 Merchandise Mart Pz, #1932 Chicago, IL 60654

City of Chicago Dept. of Revenue\* c/o Linebarger Goggan Blair & Samps P.O. Box 06152 Chicago, IL 60606-0152

Com Ed Legal Revenue Recovery/Claims Dept 3 Lincoln Center Oak Brook Terrace, IL 60181

Comcast-Chicago c/o Credit Management P.O. Box 118288 Carrollton, TX 75011-8288 Comenity Bank c/o Weltman, Weinberg & Reis P.O. Box 93596 Cleveland, OH 44101-5596

Comenity Bank c/o Weltman, Weinberg & Reis P.O. Box 93536 Cleveland, OH 44101-5596

Comenity Bank c/o Weltman, Weinberg & Reis P.O. Box 93596 Cleveland, OH 44101-5596

Comenity Capital Bank c/o Sunrise Credit Services, Inc. P.O. Box 9100 Farmingdale, NY 11735-9100

Credit First National Association P.O. Box 81410 Cleveland, OH 44181-0410

Discover Bank c/o Blitt & Gaines 661 Glenn Avenue Wheeling, IL 60090

Discover More Card P.O. Box 6103 Carol Stream, IL 60197-6103

Disney Movie Club P.O. Box 758 Neenah, WI 54957-0758

DMV 17 N. State St. 10th Floor Chicago, IL 60602

Exxon Mobil P.O. Box 78072 Phoenix, AZ 85062-8072 First Nat'l Bank of Omaha/CACH, LLC c/o Law Firm of Ryan E. Calef 1276 Veterans Hwy., Ste. E-1 Bristol, PA 19007

Global Credit & Collection Corp. 5440 North Cumberland Ste. 300 Chicago, IL 60656-1490

Harris & Harris\* 111 W. Jackson Blvd, Ste. 400 Chicago, IL 60604

Internal Revenue Service\*
P.O. Box 7346
Philadelphia, PA 19101-7346

Internal Revenue Service\*
P.O. Box 7346
Philadelphia, PA 19101-7346

ISAC\*
1755 Lake Cook Rd.
Deerfield, IL 60015-5209

Kohl's/Capital One c/o Mercantile 35A Rust Lane Boerne, TX 78006-8202

Linebarger, Goggan Blair & Sampson 233 S Wacker Dr # 4030 Chicago, IL 60606

Merchants & Medical Credit Corp. 6324 Taylor Drive Flint, MI 48507-4685

Midland Credit Management P.O. Box 60578 Los Angeles, CA 90060

Nelnet U.S. Department of Education P.O. Box 740283 Atlanta, GA 30374-0283

Nelnet PO Box 2970 Omaha, NE 68103

Nicor P.O. Box 5407 Carol Stream, IL 60197-5407

Nicor Home Solutions P.O. Box 3042 Naperville, IL 60566-7042

Nicor Solutions c/o Virtuoso Sourcing Group 4500 Cherry Creek South Dr., #500 Denver, CO 80246

Portfolio Recovery Associates c/o Blitt & Gaines 661 Glenn Avenue Wheeling, IL 60090

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Ridge Orthopedics & Rehab 5540 W. 111th St. Oak Lawn, IL 60453-5574

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Secretary of State 2701 S. Dirksen Parkway Springfield, IL 62723 Shell/Citibank, N.A. c/o9 Capital Managment Services 698 1/2 S. Ogden Street Buffalo, NY 14206-2317

Sirius XM Radio Inc. P.O. Box 9001399 Louisville, KY 40290-1399

Sprint c/o Convergent Outsourcing, Inc. 800 SW 39th St., P.O. Box 9004 Renton, WA 98057

Sprint\* Nextel Correspondence Attn: Bankruptcy Dept. P.O. Box 7949 Overland Park, KS 66207-0949

Synchrony Bank/Amazon.com c/o Portfolio Recovery Associates P.O. Box 12903 Norfolk, VA 23541

Synchrony Bank/J.C. Penney c/o Cavalry P.O. Box 520 Valhalla, NY 10595

Target Card Services P.O. Box 660170 Dallas, TX 75266-0170

TCF National Bank c/o TRS Recovery Services, Inc. 5251 Westheimer Road Houston, TX 77056-5404

TD Bank USA, N.A. c/o Meyer & Njus 33 North Dearborn Street, Ste. 1301 Chicago, IL 60602 The Swiss Colony c/o RMCB 4 Westchester Plaza, Ste. 110 Elmsford, NY 10523

Toys R Us/Synchrony Bank c/o Midland Funding, LLC 8875 Aero Drive, Ste. 200 San Diego, CA 92123

United Collection Bureau, Inc. 5620 Southwyck Blvd. Ste. 206 Toledo, OH 43614

Village of Dolton 14122 Chicago Road Dolton, IL 60419

Village of Dolton c/o Municipal Collections 3348 Ridge Rd. Lansing, IL 60438

Village of Dolton 14030 Park Ave Dolton, IL 60419

Village of Riverdale c/o MCSI, Inc. P.O. Box 327 Palos Heights, IL 60463

Walmart/Synchrony Bank c/o Portfolio Recovery Associates P.O. Box 12903 Norfolk, VA 23541